



# CITY OF SAN DIEGO

PURCHASING DIVISION  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

Bid No. 6733-04-B

## REQUEST FOR BID

Bid Opening Date: March 29, 2004  
@ 2:30 p.m.

Subject: Furnish the City of San Diego with **RAPID CHARGERS FOR VARIOUS MOTOROLA RADIOS**, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

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Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

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**This cover page must be completed and submitted as part of your bid.**

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # \_\_\_\_\_

**NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.**

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms \_\_\_\_\_ % \_\_\_\_\_ days.  
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: \_\_\_\_\_ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: \_\_\_\_\_

### FOR FURTHER INFORMATION CONCERNING THIS QUOTATION

**TERRELL D. BREAU/cp4**, Procurement Specialist

Phone: (619) 533-4507 Facsimile: (619) 236-5904

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**I. PRICING PAGE**

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	129	EA	Rapid Charger with Cups manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-2054 IFD, or equal, for use with Motorola Saber Radios.	\$	\$
2.	34	EA	Rapid Charger with Cups manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-2059 IFD, or equal, for use with Motorola XTS5000 Radios.	\$	\$
3.	37	EA	Rapid Charger with Cups manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-20519 IFD or equal, for use with Motorola MTS2000/MTX8000 Radios.	\$	\$
4.	3	EA	Battery Analyzer manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-5051, CPA Rapid Charger/Conditioner and Pulse Analyzer, or equal, for use with Motorola MTS2000/MTX8000 Radios.	\$	\$
5.	2	EA	Battery Analyzer manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-5059, CPA Rapid Charger/Conditioner And Pulse Analyzer, or equal, for use with Motorola XTS5000 Radios.	\$	\$

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
6.	1	EA	Battery Analyzer manufactured to accept not less than 4,000 mAh batteries, Advance Tec No. AT4-5054, CPA Rapid Charger/Conditioner and Pulse Analyzer, or equal, for use with Motorola XTX8000 Radios.	\$	\$
<b>TOTAL:</b>					<b>\$</b>

TRADE-IN

Est. Qty.	U/M	Description	Trade-In Value
1	Lot	Trade-In Value of Items Listed on page 12.	\$

## II. TERMS AND CONDITIONS

### A. PRICING

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

### B. TRADE-IN

The City desires to trade-in the equipment listed on page 12.

### C. AWARD

This bid shall be awarded as a lot, as may be in the best interest of the City.

### D. AWARD NOTIFICATION

The City will notify all Bidders, in writing, of its intent to award the bid.

### E. SUBMITTALS

#### 1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

**The original and one (1) copy of bid, including any attachments, shall be submitted.**

#### 2. SUBMITTALS REQUIRED WITH BID

**Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.**

- a. Specifications of Item Offered (as specified in Section II, paragraph I).
- b. Manufacturer's Warranty (as specified in Section II, paragraph K).
- c. Certification Survey (use form on page 13).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

**Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.**

- Taxpayer Identification Number (W-9) as specified in Section II, paragraph P, if not currently on file.

F. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. \_\_\_\_\_ %

Failure to complete the price increase section above will be construed to mean that prices bid will not be increased during any option period.

**If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.**

Would the Bidder accept the option to renew, subject to the above stated conditions?

☐ YES      ☐ NO

Failure to complete the above section will be construed to mean that Bidder is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

G. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the “Option to Renew” clause.

H. PUBLIC AGENCY

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the Contractor’s acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the Vendor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

I. EQUALS CLAUSE

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality, and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. An equivalent (“or equal”) may be offered by the Bidder, subject to testing or evaluation by the City prior to award of bid. The City shall be the sole judge of whether any proposed item will fulfill its requirements. It shall be the sole responsibility of the Bidder to provide, at Bidder’s expense, any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the Bidder’s expense.

If bidding other than the item specified, Bidders shall include with their bid, full specifications of item offered.

J. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

K. WARRANTY

All items shall have the Manufacturer's guarantees against defects in material and workmanship. This guarantee shall have the standard Manufacturer's warranty. In no case shall coverage be less than one (1) year. Where a standard Manufacturer warranty exceeds a period of one (1) year, this warranty shall also be provided to the City.

Bidders shall submit a copy of the Manufacturer's warranty with their bid. If any conflicts arise between the Manufacturer's warranty and this contract, this contract shall prevail.

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

M. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.



N. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

O. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

P. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

Q. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

R. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

S. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

T. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at [Purchasing@sandiego.gov](mailto:Purchasing@sandiego.gov).

U. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

**V. NONDISCRIMINATION IN CONTRACTING**

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or Suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and Suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and Suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

### **III. EQUIPMENT FOR TRADE-IN**

1. One hundred twenty-nine (129) bank chargers for Mototola Saber radios.
2. Thirty-four (34) bank chargers for Motorola XTS series radios.
3. Thirty-seven (37) Motorola MTX series radios.

Trade-ins are as is, where is, successful Bidder shall be responsible for all shipping charges or for picking up items.

Trade-in units will only be made available as they are replaced with new units.

## Certification Survey

For Small, Ethnically and Culturally Diverse,  
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: \_\_\_\_\_

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? \_\_\_\_\_

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual\*? ☐ Yes ☐ No

5. SIC Code: \_\_\_\_\_ NAICS: \_\_\_\_\_

6. Number of Employees: \_\_\_\_\_

7. Annual Gross Receipts (three year average): \_\_\_\_\_

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: \_\_\_\_\_

Authorized Signature

(Date)

\* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.